

124 16268

AGREEMENTS FOR UTILITY SERVICES

Lessee shall have the right to enter into agreements with public utility companies and State of Washington or any of its political subdivisions to provide utility services, including gas, water, electricity, telephone, television & sewer lines necessary to full enjoyment of leased premises and development thereof in accordance with the provisions of this lease; provided that such an agreement shall not be for a period longer than initial term of this lease or any extension thereof. Upon entering into such agreement or agreements, the lessee shall furnish to the Secretary executed copies thereof together with a plat or diagram showing true location of the utility lines to be constructed in accordance therewith.

LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

Lessee shall not permit to be enforced against the leased premises, or any part thereof, any liens arising from any work performed, materials furnished or obligations incurred by Lessee. The Lessee shall either discharge all such liens before any action is brought to enforce the same, or post bond as hereinafter provided. Lessee shall pay, when and as the same become due and payable, all taxes, assessments, licenses, fees and other like charges levied during the term of this lease upon or against the leased land, the improvements and all interests therein; however, this requirement shall not be construed as an admission by the parties that any of the land, the improvements or interests therein are subject to tax, for the lessee shall have the privilege as provided below to contest any tax or assessment, even though the same may be levied against the property of the Lessor. Lessor shall execute and file any appropriate documents with reference to tax exemption or the land or improvements when requested by Lessee. Lessee shall have the right to contest any claim, lien tax, or assessment by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor and the Secretary from any lien therefor or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. In addition, Lessee shall hold Lessor harmless for all charges for water, sewage, gas, electricity, telephone, and other utility charges supplied to said premises.

LESSORS PAYING CLAIMS

Lessor shall have the option to pay any lien or charge payable by Lessee under this lease, or settle any action therefor, if the Lessee after written notice from the Lessor or Secretary fails to pay or to post bond against enforcement. All such sums to be paid by the Lessor together with costs and other expenses incurred by Lessor in doing, shall be paid to Lessor by Lessee upon demand, with interest at the rate of seven percent (7%) per annum from date of payment until repaid. Default in such repayment shall constitute a breach of the covenants of this lease.

OTHER

As a material part of the consideration of this lease, Lessee hereby waives all claims against Lessors and/or the United States Government free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the premises by Lessee, together with all costs and expenses in connection therewith.

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RESTORATION CLAUSE

Lessee agrees to remove all property removable under the terms of this lease within sixty (60) days after termination of this lease or pay a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of the lease, from the day following the termination date of the lease until said property is removed. Premises will be left clean and free of debris.

Restoration of the premises shall include, but not be limited to, the removal of all debris, paved areas, floors and foundations; the opening of septic tank tops and backfilling the entire cavity with bank run gravel; the filling of basement excavations, holes and depressions; and grading of the premises to a grade acceptable to the Lessor and the Secretary.

PUBLIC LIABILITY INSURANCE

At all times during the term of this lease, Lessee shall carry Public Liability Insurance in the Minimum amount of \$1,000,000.00 for property damage, and \$1,000,000.00 for personal injury, said policy to be written jointly to protect Lessee and Lessor. Copy of said policy shall be furnished the Secretary. Neither the Lessor nor the United States Government, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee, or any other person whomsoever, caused by any use of the leased premises, or by a defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material party of the consideration of this lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States Government and agrees to hold Lessor and/or the United States Government free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the premises by Lessee, together with all costs and expenses in connection therewith.

HOLDING OVER

Holding over by the Lessee after the termination of this lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the leased premises.

EMINENT DOMAIN

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of Eminent Domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises or part thereto taken, shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased land and any taking of or injury to the buildings or improvements located thereon shall be awarded to the Lessee and the Lessor as their interests appear at the time such taking. The rental thereafter payable hereunder for the remainder of the term of this lease shall be reduced in the proportion that the value of the entire premises is reduced by such taking or condemnation.